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4 UNITED STATES BANKRUPTCY COURT
5 MIDDLE DISTRICT OF PENNSYLVANIA

6 IN RE:

7 HEIDI ANN PLASIC, fka HEIDI ANN ANDERSON

CASE NO: 124-bk-02068-HWV

**DECLARATION OF MAILING
CERTIFICATE OF SERVICE**

Chapter: 13

11 On 12/16/2024, I did cause a copy of the following documents, described below,
12 Order Setting Response Deadline & Hearing Date with Motion, Exhibit A, Abbotts Dairies Affidavit & proposed Order

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18 to be served for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with
19 sufficient postage thereon to the parties listed on the mailing list exhibit, a copy of which is attached hereto and
incorporated as if fully set forth herein.

20 I caused these documents to be served by utilizing the services of BK Attorney Services, LLC d/b/a certificateofservice.
21 com, an Approved Bankruptcy Notice Provider authorized by the United States Courts Administrative Office, pursuant to
22 Fed.R.Bankr.P. 9001(9) and 2002(g)(4). A copy of the declaration of service is attached hereto and incorporated as if
fully set forth herein.

23 Parties who are participants in the Courts Electronic Noticing System ("NEF"), if any, were denoted as having been
served electronically with the documents described herein per the ECF/PACER system.

24 DATED: 12/16/2024

/s/ Gary J. Imblum, Esquire

Gary J. Imblum, Esquire 42606

Attorney for Debtor

Imblum Law Offices, P.C.

4615 Derry St

Harrisburg, PA 17111

717 538 5250

carol.shay@imblumlaw.com

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18 were deposited for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient
19 postage thereon to the parties listed on the mailing list exhibit, a copy of which is attached hereto and incorporated as if fully set forth
20 herein.

21 The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have served the above
22 referenced document(s) on the mailing list attached hereto in the manner shown and prepared the Declaration of Certificate of
Service and that it is true and correct to the best of my knowledge, information, and belief.

23 DATED: 12/16/2024

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26 Miles Wood
27 BK Attorney Services, LLC
d/b/a certificateofservice.com, for
Gary J. Imblum, Esquire
Imblum Law Offices, P.C.
4615 Derry St
28 Harrisburg, PA 17111

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA

In re:

Heidi Ann Plasie,
fka Heidi Ann Anderson,

Debtor 1

Chapter: 13

Case number: 1:24-bk-02068-HWV

Document Number: 25

Matter: Motion for Sale Free and Clear of
Liens

THE ESTATE OF HEIDI ANN PLASIE
Movant(s)

vs.

JACK N. ZAHAROPOULOS, ESQUIRE
NATIONSTAR MORTGAGE LLC
DAUPHIN COUNTY TAX CLAIM BUR.
Respondent(s)

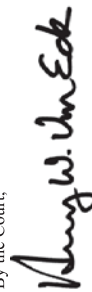
Order

Unless earlier served through CM/ECF, **IT IS ORDERED** that service of this Order and the above-referenced Motion shall be made by the moving party on all respondent(s) named in the Motion claiming an interest in the property, counsel, and in a Chapter 11 case service shall also be made upon the Trustee, if any, U.S. Trustee and the individuals identified in F.R.B.P. 4001(a)(1) and L.B.R. 4001-6. Service shall be made within seven (7) days from the date hereof and certification of service filed with this Court within fourteen (14) days from the date hereof.

IT IS FURTHER ORDERED that answers to the Motion must be served on the moving party and a copy filed with this Court, within fourteen (14) days from the service date of this Order. If no Response is filed, relief may be granted. A hearing will be held if a responsive pleading is timely filed, requested by the moving party, or ordered by the Court. If a default order has not been signed and entered, the parties or their counsel are required to appear in Court at the hearing on the below date and time.

United States Bankruptcy Court Sylvia H. Rambo US Courthouse, Bankruptcy Courtroom 4B, 1501 N. 6th St, Harrisburg, PA 17102	Date: 1/28/25 Time: 09:30 AM
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By the Court,



Henry W. Van Eck, Chief Bankruptcy Judge

Dated: December 16, 2024

Initial requests for a continuance of hearing (L.B.R. 9013-4, Request to Continue Hearing Trial with Continuance) shall be filed with the Court. Requests received by the Court within twenty-four (24) hours of the hearing will not be considered except in emergency situations. Additional requests for continuance must be filed as a Motion.

Requests to participate in a hearing remotely shall be made in accordance with L.B.R. 9074-1.

Case 1:24-bk-02068-HWV Doc 26 Filed 12/16/24 Entered 12/16/24 07:57:31 Desc Order Response and Hearing Page 1 of 2

Case 1:24-bk-02068-HWV Doc 26 Filed 12/16/24 Entered 12/16/24 07:57:31 Desc Order Response and Hearing Page 2 of 2

7. If there are net proceeds remaining after paying all the costs, fees and liens set forth in the preceding paragraphs, then payment to the Debtor's estate up to the total amount of the exemption in subject real estate. The total exemption pursuant to Debtor's Schedules is \$29,375.00.

DocuSign Envelope ID: 4F621904-22CF-4EC7-A4B8-D6EB23E848F7

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE
This form is recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

ASR



PARTIES	
BUYER(S): BP Real Estate Investment Group LLC BUYER'S MAILING ADDRESS: 1770 Oregon Pike, Lancaster, PA 17601	SELLER(S): Heidi G. Anderson Estate SELLER'S MAILING ADDRESS: 714 Edison Rd, Dauphin, PA 17018
PROPERTY ADDRESS (including postal city) 714 Edison Rd, Dauphin, PA 17018-9623 in the municipality of <u>Dauphin Borough</u> , County of <u>Dauphin</u> , in the School District of <u>Central Dauphin</u> , in the Commonwealth of Pennsylvania. Tax ID #(s): <u>23-001-079-000-0000</u> Identification (e.g., Parcel #, Lot, Block, Deed Book, Page, Recording Date): _____	
BUYER'S RELATIONSHIP WITH PA LICENSED BROKER <input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker) Broker (Company) <u>Kingway Realty</u> Company License # <u>RB025817A</u> Company Address <u>1770 Oregon Pike, Lancaster, PA 17601</u> Company Phone <u>(717) 569-8701</u> Company Fax _____ <input checked="" type="checkbox"/> Buyer Agent (Broker represents Buyer only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	
SELLER'S RELATIONSHIP WITH PA LICENSED BROKER <input type="checkbox"/> No Business Relationship (Seller is not represented by a broker) Broker (Company) <u>Keller Williams</u> Company License # <u>RM425158</u> Company Address <u>2040 Good Hope Rd, Enola, PA 17025</u> Company Phone _____ Company Fax _____ <input checked="" type="checkbox"/> Seller Agent (Broker represents Seller only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	
DUAL AND/OR DESIGNATED AGENCY A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent. By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.	

Buyer Initials: BS

ASR Page 1 of 14

Seller Initials: HE

Kingway Realty, 1770 Oregon Pike, Lancaster, PA 17601
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Phone: (717) 664-8191 Fax: (717) 664-8791
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 rev. 8/24; rel. 8/24

"A"

8. If there are net proceeds remaining after paying all the costs, fees and liens set forth in the preceding paragraphs, then payment to Trustee Jack N. Zaharopoulos in an amount up to the amount necessary to fully fund the Plan, less any amount otherwise payable to a secured creditor pursuant to Debtor's Plan, which is, in fact, paid at settlement.

9. If there are net proceeds remaining after paying all of the costs, fees and liens set forth in the preceding paragraphs, then payment of any and all attorney fees owed to Debtor's counsel for representation in the above matter and which have been previously approved by the Court.

10. If there are net proceeds remaining after paying all the costs, fees and liens set forth in the preceding paragraphs, then the remaining balance, if any, shall be distributed to the Estate of Heidi Ann Plasic.

Respectfully submitted,


 Gary J. Imblum
 Attorney Id. No. 42,606
 4615 Derry Street
 Harrisburg, PA 17111
 (717) 238-5250
 Fax No. (717) 558-8990
 gary.imblum@imblumlaw.com
 Attorney for Debtor

Dated: 12/13/2024

By this Agreement, dated November 25, 2024

1. Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. **PURCHASE PRICE AND DEPOSITS (4-14)**

(A) Purchase Price \$~~1,400,000~~ **1,62,500** P.S. 12/11/2024 lf
(One Hundred Sixty-Five Thousand U.S. Dollars), to be paid by Buyer as follows:

1. Initial Deposit, within _____ days (5 if not specified) of Execution Date, if not included with this Agreement: \$ 2,000.00
2. Additional Deposit within _____ days of the Execution Date: \$ _____

3. Remaining balance will be paid at settlement.

(B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.

(C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here:

who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

3. SELLER CONCESSIONS (8-24)

(A) **Buyer Broker Fee**

In addition to any cooperating compensation negotiated between the brokers using the Cooperating Broker Compensation Agreement (PAR Form CBC) or via some other agreement, Seller will pay the following fee to Broker for Buyer on behalf of Buyer at settlement \$ _____ or 2,500 % of Purchase Price (0 if not specified)

(B) **Closing Cost Assistance**

Seller will pay the following amount towards Buyer's closing costs other than a brokerage fee payable to Broker for Buyer, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender. \$ _____ or _____ % of Purchase Price (0 if not specified)

4. SETTLEMENT AND POSSESSION (1-23)

(A) **Settlement Date** is 60 days from execution lf P.S. 11/26/2024

(B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(C) At time of settlement, the following will be prorated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:

(D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.

2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31.

3. School tax bills for all other school districts are for the period from July 1 to June 30.

(E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here:

(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here:

(G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.

(H) If Seller has identified in writing that the Property is subject to a lease or short-term rental agreement, possession is to be delivered by deed, existing keys and assignment of existing leases and short-term rental agreements for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases or short-term rental agreements, nor extend existing leases or short-term rental agreements, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) or short-term rental agreement(s) by initialing the lease(s) or short-term rental agreement(s) at the execution of this Agreement, unless otherwise stated in this Agreement.

☐ **Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.**

☐ **DATES/TIME IS OF THE ESSENCE (1-10)**

(A) Written acceptance of all parties will be on or before: 11/26/2024 lf P.S. 12/11/2024

(B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.

(C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be initialled and dated.

Buyer Initials: P.S. ASR Page 2 of 14

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Seller Initials: lf

(D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.

6. ZONING (4-14)

Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

7. Zoning Classification as set forth in the local zoning ordinance: Residential**8. FIXTURES AND PERSONAL PROPERTY (1-20)**

(A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be regarded as part of the Property and therefore included in a sale. Buyer and Seller are encouraged to be specific when negotiating what items will be included or excluded in this sale.

(B) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens, fixtures (including chandeliers and ceiling fans); gas fireplace logs; radiator covers; hardwood security systems; thermostats; lighting and other items including plumbing; heating; gas fireplace logs; pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; mounting brackets and hardware for television and sound equipment; unpainted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/sorm doors; window covering hardware (including rods and brackets); shades and blinds; awnings; central vacuum system (with attachments); built-in air conditioners; built-in appliances; the range/oven; dishwashers; trash compactors; any remaining heating and cooking fuels stored on the Property at the time of settlement; and, if owned, solar panels, windmills, water treatment systems, propane tanks and satellite dishes. Unless stated otherwise, the following items are included in the sale, at no additional cost:

(C) The following items are not owned by Seller and may be subject to a lease or other financing agreement. Contact the provider/vendor for more information (e.g., solar panels, windmills, water treatment systems, propane tanks and satellite dishes):

(D) EXCLUDED fixtures and items:

8. BUYER FINANCING (8-23)

(A) Buyer may elect to make this Agreement contingent upon obtaining mortgage financing. Regardless of any contingency elected in this Agreement, if Buyer chooses to obtain mortgage financing, the following apply:

1. **Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated below, or otherwise causes the lender to reject, or refuse to approve or issue, a mortgage loan.**

2. Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(F), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process. Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan application.

3. Seller will provide access to insurers' representatives and, as may be required by mortgage lender(s), to surveyors, municipal officials, appraisers, and inspectors.

4. If the mortgage lender(s) gives Buyer the right to lock in interest rate(s) at or below the maximum levels desired, Buyer will do so at least 15 DAYS before Settlement Date.

(B) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower than the Purchase Price and/or market price of the Property.

FINANCE, IF APPLICABLE

(C) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty for forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

Buyer Initials: P.S. ASR Page 3 of 14

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Seller Initials: lf

130 **Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration
131 Transactions, provides, "Whoever for the purpose of influencing in any way the action of such Department, makes, passes, utters
132 or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years,
133 or both."
134
135 (D) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgment**
136 Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of
137 getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that
138 FIA will not perform a home inspection nor guarantee the price or condition of the Property.
139 Buyer will apply for Section 203(k) financing, and this contract is contingent upon mortgage approval (See Paragraph 8(F))
140 and Buyer's acceptance of additional required repairs as required by the lender.
141 (E) **Certification** We, the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for
142 purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in
143 connection with this transaction is attached to this Agreement.

143 (F) **Mortgage Contingency**
144 ☒ **WAIVED.** This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the
145 parties may include an appraisal contingency. Buyer and Seller understand that the waiver of this contingency does not restrict
146 Buyer's right to obtain mortgage financing for the Property.
147 ☐ **ELECTED.** This sale is contingent upon Buyer obtaining mortgage financing according to the terms outlined below. Upon
148 receiving documentation demonstrating the mortgage lender's approval, whether conditional or outright, of Buyer's mort-
149 gage application(s) according to the following terms, Buyer will promptly deliver a copy of the documentation to Seller, but
150 in any case no later than _____ (Commitment Date).

First Mortgage on the Property		Second Mortgage on the Property	
Loan Amount \$	_____	Loan Amount \$	_____
Minimum Term _____ years	_____	Minimum Term _____ years	_____
Type of mortgage _____	_____	Type of mortgage _____	_____
For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %	_____	For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %	_____
Mortgage lender _____	_____	Mortgage lender _____	_____
Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %	_____	Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %	_____
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.	_____	Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.	_____

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1. The interest rate(s) and fee(s) provisions in Paragraph 8(F) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.
2. Seller may terminate this Agreement after the Commitment Date by written notice to Buyer if:
a. Seller does not receive a copy of the documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) by the Commitment Date.
b. The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) does not satisfy the loan terms outlined in Paragraph 8(F), OR
c. The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within _____ DAYS after the Commitment Date, or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).
3. Seller's right to terminate continues until Buyer delivers documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to make a good faith effort to obtain mortgage financing. Termination of this Agreement by Buyer due to the mortgage lender's denial of Buyer's mortgage application(s) may demonstrate bad faith by Buyer and result in the forfeiture of deposit monies to Seller.
4. If this Agreement is terminated pursuant to Paragraphs 8(F)(2), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation, (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).

Buyer Initials: PS ASR Page 4 of 14 Produced with Love Word Transactions (pdfForm Edition) 717 N Harwood St, Suite 2000, Dallas, TX 75201 www.love4d.com Seller Initials: lt

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5. If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within _____ DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.
a. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.
b. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within _____ DAYS, notify Seller of Buyer's choice to:
1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as the Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreason-able), OR
2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.
If Buyer fails to respond within the time stated above or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property, make the required repairs/improvements at Buyer's expense and agree to the RELEASE in Paragraph 28 of this Agreement.

9. **CHANGE IN BUYER'S FINANCIAL STATUS (9-18)**
If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will promptly notify Seller and lender(s) to whom the Buyer submitted a mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in employment; failure or loss of sale of Buyer's home; Buyer having incurred a new financial obligation; entry of a judgment against Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.

10. **SELLER REPRESENTATIONS (1-20)**

(A) Status of Water	<input checked="" type="checkbox"/> Public Water	<input type="checkbox"/> Community Water	<input type="checkbox"/> On-site Water	<input type="checkbox"/> None
(B) Status of Sewer	<input checked="" type="checkbox"/> Public Sewer	<input type="checkbox"/> Community Sewage Disposal System	<input type="checkbox"/> Individual On-lot Sewage Disposal System (see Sewage Notice 1)	<input type="checkbox"/> Holding Tank (see Sewage Notice 3)
	<input checked="" type="checkbox"/> Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)	<input type="checkbox"/> None (see Sewage Notice 1)	<input type="checkbox"/> None Available/Permit Limitations in Effect (see Sewage Notice 5)	

1. Seller represents that the Property is served by:
☒ Individual On-lot Sewage Disposal System
☐ Public Sewer
☐ Community Sewage Disposal System
☐ Holding Tank (see Sewage Notice 3)
☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
☐ None (see Sewage Notice 1)
☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)

2. **Notices Pursuant to the Pennsylvania Sewage Facilities Act**
Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.
Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, constructing, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.
Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.
Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.
Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

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256 (C) **Historic Preservation**
257 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____
258
259
260
261 (D) **Land Use Restrictions**
262 1. ☐ Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the
263 following Act(s) (see Notices Regarding Land Use Restrictions below):
264 ☐ Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)
265 ☐ Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
266 ☐ Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
267 ☐ Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
268 ☐ Other _____
269
270 2. **Notices Regarding Land Use Restrictions**
271 a. **Pennsylvania Right-to-Farm Act:** The property you are buying may be located in an area where agricultural operations
272 take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits
273 circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.
274 b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assess-
275 ment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution
276 of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that
277 may result in the future as a result of any change in use of the Property or the land from which it is being separated.
278 c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water
279 supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open
280 space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that
281 the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific
282 termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply
283 from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the
284 Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
285 d. **Conservation Reserve Program (Enhancement):** Properties enrolled in the Conservation Reserve Program or CREP are
286 environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the
287 land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer
288 has been advised of the need to determine the restrictions on development of the Property and the term of any contract now
289 in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.
290 (E) **Real Estate Seller Disclosure Law**
291 Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real
292 estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential
293 real estate transfer is defined as a sale, exchange, installment sale, contract, lease with an option to buy, grant or other transfer of
294 an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING**
295 **UNITS** are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular units). Disclosures
296 regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale
297 of condominium and cooperative interests.
298 (F) **Public and/or Private Assessments**
299 Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner asso-
300 ciation assessments have been made against the Property which remain unpaid, and that no notice by any government or public
301 authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to
302 violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition
303 that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here:
304
305 2. Seller knows of no other potential notices (including violations) and/or assessments except as follows:
306
307 (G) **Highway Occupancy Permit**
308 Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.
309 (H) **Internet of Things (IoT) Devices**
310 1. The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data
311 stored on those various devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things
312 (IoT)."/> Buyer and Seller acknowledge that IoT devices may transmit data to third parties outside of the control of their owner.
313 On or before settlement, Seller will make a reasonable effort to clear all data stored on all IoT devices located on the Property
314 and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to
315 cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be
316 disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or
317 anyone on Seller's behalf to access any IoT devices remaining on the Property.
318 Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the
319 Property and to restrict access to said devices by Seller, Seller's agents or any third party to whom Seller may have previously
320 provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes,
321 updating network settings and submitting change of ownership and contact information to device manufacturers and service
322 providers.
323 4. This paragraph will survive settlement.

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322 11. **WAIVER OF CONTINGENCIES (9-05)**
323 If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental condi-
324 tions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exer-
325 cise any of Buyer's options within the times set forth in this Agreement is a **WAIVER** of that contingency and Buyer accepts
326 the Property and agrees to the **RELEASE** in Paragraph 28 of this Agreement.
327 12. **BUYER'S DUE DILIGENCE/INSPECTIONS (1-25)**
328 (A) **Rights and Responsibilities**
329 Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to
330 surveyors, municipal officials, appraisers and inspectors; in addition, unless otherwise agreed, only Parties and their real estate
331 licensees(s) may attend any inspections.
332 2. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the
333 condition of the Property is as required by this Agreement and any addenda. Buyer's right to these inspections is not waived
334 by any other provision of this Agreement.
335 3. Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.
336 4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for
337 Buyer.
338 5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared.
339 Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.
340 (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as
341 "inspection" or "inspections") performed by professional contractors, home inspectors, engineers, architects and other properly
342 licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same
343 inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D)
344 for Notices Regarding Property and Environmental Inspections)
345 (C) For elected inspections(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete inspections, obtain any
346 inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit
347 a written corrective proposal to Seller, according to the terms of Paragraph 13(B).
348 **Home/Property Inspections and Environmental Hazards (mold, etc.)**
349 Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior
350 doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances;
351 electrical systems, interior and exterior plumbing; public sewer systems; heating and cooling systems; water penetra-
352 tion; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environ-
353 mental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.) and any other items Buyer
354 may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the
355 home inspection must be performed by a full member in good standing of a national home inspection association,
356 or a person supervised by a full member of a national home inspection association, in accordance with the ethical
357 standards and code of conduct or practice of that association, or by a properly licensed or registered engineer or
358 architect. (See Notices Regarding Property & Environmental Inspections)
359 **Wood Infestation**
360 Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a
361 wood-destroying pests pesticide applicator and will deliver it to all supporting documents and drawings provided
362 by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mort-
363 gage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The inspection is to be
364 limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the inspection
365 reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesti-
366 cide applicator to treat the Property. If the inspection reveals damage from active or previous infestation(s), Buyer
367 may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to
368 structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.
369 **Deeds, Restrictions and Zoning**
370 Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordi-
371 nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the
372 Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking,
373 short-term rentals) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present
374 use:
375 **Water Service**
376 Buyer may obtain an inspection of the quality and quantity of the water system from a property licensed or otherwise
377 qualified waterwell testing company. If and as required by the inspection company, Seller, at Seller's expense, will
378 locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous
379 condition, at Seller's expense, prior to settlement.
380 **Radon**
381 Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection
382 Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02
383 working levels or 4 pCi/curie/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground
384 by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can
385 increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a
386

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387 house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any
 388 person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department
 389 of Environmental Protection. Information about radon and about certified testing or mitigation firms is available
 390 through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State
 391 Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594, www.epa.gov
 392 On-Not Sewage (If Applicable)

393 Buyer may obtain an inspection of the individual on-lot sewage disposal system, which may include a hydraulic
 394 load test, from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's
 395 expense, will locate, provide access to, empty the individual on-lot sewage disposal system and provide all water
 396 needed, unless otherwise agreed. Seller will restore the Property to its previous condition, at Seller's expense,
 397 prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection
 398 Contingency.

399 **Property and Flood Insurance**

400 Buyer may determine the insurability of the Property by making application for property and casualty insurance
 401 for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate
 402 with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone,
 403 Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more
 404 prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood
 405 insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more
 406 flood insurance agents regarding the need for flood insurance and possible premium increases.

407 **Property Boundaries**

408 Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal
 409 description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property
 410 surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural
 411 or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical represen-
 412 tations of size of property are approximations only and may be inaccurate.

413 **Lead-Based Paint Hazards (For Properties built prior to 1978 only)**

414 Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct
 415 a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint
 416 hazards. Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard
 417 Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved
 418 lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a
 419 separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any
 420 lead-based paint records regarding the Property.

421 **Other**

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The Inspections elected above do not apply to the following existing conditions and/or items:

(D) **Notices Regarding Property & Environmental Inspections**

1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating the surface of a structure where it may cause mold and damage to the building's frame.
2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly.
4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the property would be affected or denied because of its location in a wetlands area.
5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen and viruses) have been associated with allergic responses.
6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by calling 1-877-724-3258.

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13. **INSPECTION CONTINGENCY (10-18)**

- (A) The Contingency Period is _____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected in Paragraph 12(C).
- (B) Within the stated Contingency Period and as the result of any Inspection elected in Paragraph 12(C), except as stated in Paragraph 13(C):
 1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL present all Report(s) in their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in their entirety to Seller and terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, OR
 3. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.

The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the corrections requested in the Proposal, provisions for payment, including retainer, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental requirements (performed in a workmanlike manner according to the terms of Buyer's Proposal).

- a. Following the end of the Contingency Period, Buyer and Seller will have _____ days (5 if not specified) for a Negotiation Period. During the Negotiation Period:
 - (1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR
 - (2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the Negotiation Period ends.

- b. If no mutually acceptable written agreement is reached, or if Seller fails to respond during the Negotiation Period, within _____ days (2 if not specified) following the end of the Negotiation Period, Buyer will:
 - (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this Agreement by written notice to Seller within the time allotted in Paragraph 13(b)(5), Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the Negotiation Period.

- (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____ days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the name of the company to perform the expansion or replacement; provisions for payment, including retainer; and a projected completion date for corrective measures. Within _____ 5 DAYS of receiving Seller's Proposal, or if no Proposal is provided within the stated time, Buyer will notify Seller in writing of Buyer's choice to:
 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, OR
 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within _____ 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

14. **TITLES, SURVEYS AND COSTS (6-20)**

- (A) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will order from a reputable title company for delivery to Seller a comprehensive title report on the Property. Upon receipt, Buyer will deliver a free copy of the title report to Seller.
- (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options. Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance policy.
- (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

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3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, or if Seller fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 3 DAYS or before Settlement Date, whichever is earlier, that Buyer will:
 - a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.
- If Buyer fails to respond within the time stated in Paragraph 18(B)(3) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.
- (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:
 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.
19. HOME WARRANTIES (1-10)

At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends a home warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.
20. RECORDING (9-05)

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.
21. ASSIGNMENT (1-10)

This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.
22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

(A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.

(B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.
23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-17)

The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift transfers, etc. Persons purchasing U.S. real property interests (transferees) from foreign persons, certain purchasers' agents, and settlement officers are required to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to withhold, you may be held liable for the tax.
24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pennsylvania.state.pa.us.
25. REPRESENTATIONS (1-10)

(A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.

(B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

(C) Any repairs required by this Agreement will be completed in a workmanlike manner.

(D) Brokers(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.
26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)

(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

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- (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
 3. According to the terms of a final order of court.
 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))
- (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved days (180 if not specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final order of court. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.
- (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorney's fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
 1. Fail to make any additional payments as specified in Paragraph 2, OR
 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- (F) Unless otherwise checked in Paragraph 26(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:
 1. On account of purchase price, OR
 2. As monies to be applied to Seller's damages, OR
 3. As liquidated damages for such default.
- (G) ☒ SELLER IS LIMITED TO RETAINING THOSE SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.

If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
- (H) Brokers and licensees are not responsible for unpaid deposits.
27. MEDIATION (7-20)

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. Legal proceedings may be initiated prior to the completion of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens by Buyer to prevent the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all proceedings shall be stayed until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to the prevailing party should the court find that a party has unreasonably breached this provision or acted in bad faith. Any agreement reached through mediation and signed by the parties will be binding. Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.
28. RELEASE (9-05)

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue a claim that may be available under law or equity. This release will survive settlement.
29. REAL ESTATE RECOVERY FUND (4-18)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.
30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)

(A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s) and Closing Disclosure(s) upon receipt.

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774 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
775 satisfied by communication/delivery to the Broker for Buyer, if any, except for documents required to be delivered pursuant
776 to Paragraph 16. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made
777 directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or
778 allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if
779 any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the
780 Seller, unless otherwise agreed to by the parties.

781 **31. HEADINGS (4-14)**
782 The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the
783 sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

784 **32. SPECIAL CLAUSES (1-10)**
785 (A) The following are attached to and made part of this Agreement if checked:
786 ☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
787 ☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
788 ☐ Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPCKO)
789 ☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)
790 ☐ Appraisal Contingency Addendum (PAR Form ACA)
791 ☐ Short Sale Addendum (PAR Form SIS)
792 ☐

793 **(B) Additional Terms:**
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808 _____

Buyer is a licensed real estate agent

Subject to the approval of the U.S. Bankruptcy Court

809 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.
810 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts
811 together shall constitute one and the same Agreement of the Parties.

812 **NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT.** Parties to this transaction are
813 advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

814 Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all
815 parties, constitutes acceptance by the parties.

816 Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.
817 Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

818 Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)
819 before signing this Agreement.

820 Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has
821 received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

822 **BUYER** BP Real Estate Investment Group LLC **DATE** 11/25/2024
823 **BUYER** _____ **DATE** _____

824 **BUYER** _____ **DATE** _____

825 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.
826 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

827 **SELLER** Heidi G. Anderson Estate **DATE** 12/11/2024 **14:49 PST**
828 **SELLER** Heidi G. Anderson Estate **DATE** _____

829 **SELLER** _____ **DATE** _____

830 **SELLER** _____ **DATE** _____

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834 **SELLER** _____ **DATE** _____

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837 **SELLER** _____ **DATE** _____

838 **SELLER** _____ **DATE** _____

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:
HEIDI ANN PLASIC
fka HEIDI ANN ANDERSON
Debtor

: CASE NO. 1:24-bk-02068-HWV

: CHAPTER 13

THE ESTATE OF HEIDI ANN PLASIC
Movant

v.

JACK N. ZAHAROPOULOS, ESQUIRE
NATIONSTAR MORTGAGE LLC
DAUPHIN COUNTY TAX CLAIM BUR.
Respondents

ABBOTTS DAIRIES AFFIDAVIT

Debtor's counsel, Gary J. Imblum, Esquire, inquired with the realtor, Ron Rinehart,
and was informed of the following:

1. Subject property was originally listed for sale on November 20, 2024.
2. The initial list price was \$184,900.00.
3. The listing price was never adjusted.
4. There were nine (9) total showings. There were a total of three (3) offers made on the property. The highest offer was accepted.
5. The highest offer was \$185,000.00. However, it as subject to an inspection. After the inspection this buyer withdrew its offer.
6. The realtor then went back to the potential buyer with the second highest offer. Their original offer was \$165,000.00. The seller and this buyer eventually agreed upon a sale price of \$162,500.00.
7. The third offer on this property was \$145,000.00.

8. The total realtor's commission is 5%.
9. There is no connection between the proposed buyers, its owner and/or investors, and the Debtor.

Respectfully submitted,



Gary J. Imblum
Attorney Id. No. 42606
4615 Derry Street, Harrisburg, PA 17111
(717) 238-5250; Fax No. (717) 558-8990
gary.imblum@imblumlaw.com
Attorney for Debtor

Dated: 12/13/2024

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE: :
HEIDI ANN PLASIC : CASE NO. 1:24-bk-02068-HWV
fka HEIDI ANN ANDERSON :
Debtor : CHAPTER 13

THE ESTATE OF HEIDI ANN PLASIC :
Movant :

v.

JACK N. ZAHAROPOULOS, ESQUIRE :
NATIONSTAR MORTGAGE LLC :
DAUPHIN COUNTY TAX CLAIM BUR. :
Respondents :

ORDER

Upon consideration of the Motion of the Estate of Heidi Plasic to Sell Real Estate Free and Clear of Liens, and it appearing that no Objection or Answer was filed to the Motion by the time set forth in an Order, good reason appearing therefore, no objections appearing thereto, it is hereby declared that the Buyer (and/or its designee) is a good faith purchaser for purposes of Section 363(m) and (n) and for purposes of *In re Abbotts Dairies of Pennsylvania Inc.*, 788 F.2d 143 (3rd Cir. 1986);

IT IS HEREBY ORDERED AND DECREED that Federal Bankruptcy Rule 6004(h) is not applicable, and the real property may be sold and purchased immediately upon entry of Order of Court approving same and that the sale of real estate at 714 Edison Road, Dauphin, Dauphin County, Pennsylvania, free and clear of liens, to BP Real Estate Investment Group LLC for \$162,500.00 is approved and distribution of the proceeds as set forth below shall be permitted:

1. Payment of all closing costs for which Debtor's estate is liable.

2. Payment of attorneys fees in the amount of \$3,500.00, to be applied to Debtor's costs and Attorney fees, billed on an hourly basis, and approved by the Bankruptcy Court.
3. Payment of any and all other miscellaneous fees involved with the sale.
4. Payment of any liens and mortgages.
5. As long as same is a valid lien on subject real estate, payment in full of Dauphin County Tax Claim Bureau real estate taxes, if any, or else the sale will not occur.
6. As long as same is a valid lien on subject real estate, payment in full of Nationstar Mortgage LLC mortgage, or else the sale will not occur.
7. If there are net proceeds remaining after paying all the costs, fees and liens set forth in the preceding paragraphs, then payment to the Debtor's estate up to the total amount of the exemption in subject real estate. The total exemption pursuant to Debtor's Schedules is \$29,375.00.
8. If there are net proceeds remaining after paying all the costs, fees and liens set forth in the preceding paragraphs, then payment to Trustee Jack N. Zaharopoulos in an amount up to the amount necessary to fully fund the Plan, less any amount otherwise payable to a secured creditor pursuant to Debtor's Plan, which is, in fact, paid at settlement.
9. If there are net proceeds remaining after paying all of the costs, fees and liens set forth in the preceding paragraphs, then payment of any and all attorney fees owed to Debtor's counsel for representation in the above matter and which have been previously approved by the Court.
10. If there are net proceeds remaining after paying all the costs, fees and liens set forth in the preceding paragraphs, then the remaining balance, if any, shall be distributed to the Estate of Heidi Ann Plasic.

USPS FIRST CLASS MAILING RECIPIENTS:

Parties with names struck through or labeled CM/ECF SERVICE were not served via First Class USPS Mail Service.

FIRST CLASS MAIL

DAUPHIN COUNTY TAX CLAIM BUREAU
2 S. 2ND STREET, SUITE 1
HARRISBURG, PA 17101

FIRST CLASS MAIL

NATIONSTAR MORTGAGE LLC
ATTN: BANKRUPTCY DEPARTMENT
PO BOX 619096
DALLAS, TX 75261-9741

FIRST CLASS MAIL

BRENT J. LEMON, ESQUIRE
KML LAW GROUP, P.C.
BNY MELLON INDEPENDENCE CENTER
701 MARKET STREET, SUITE 5000
PHILADELPHIA, PA 19106

CERTIFIED 9589071052702345031265

DAUPHIN COUNTY TAX CLAIM BUREAU
2 S. 2ND STREET, SUITE 1
HARRISBURG, PA 17101

CERTIFIED 9589071052702345031272

BRENT J. LEMON, ESQUIRE
KML LAW GROUP, P.C.
BNY MELLON INDEPENDENCE CENTER
701 MARKET STREET, SUITE 5000
PHILADELPHIA, PA 19106

CERTIFIED 9589071052702345031289

NATIONSTAR MORTGAGE LLC
ATTN: BANKRUPTCY DEPARTMENT
PO BOX 619096
DALLAS, TX 75261-9741